



PUBLIC SCHOOL SYSTEM  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
P.O. BOX 1370  
SAIPAN, MP 96950

(XX) NEW  
( ) RENEWAL  
( ) AMENDMENT NO.

EXCEPTED SERVICE EMPLOYMENT CONTRACT

PSPS - 1002A.5

PUBLIC SCHOOL SYSTEM  
CONTRACT NO. E2030

This contract for personal services is entered into between the Public School System, Commonwealth of the Northern Mariana Islands (hereinafter "Employer") Lisa S. Black (hereinafter "Employee").

The Employer requires the services of a qualified Classroom Teacher II. The requirements of this position are stated in the attached Job Description, which both the Employer have read and understand. The Employer hereby states that the Employee possesses the necessary degree of expertise, training and knowledge to fulfill the obligations as specified in the Job Description. The Employee shall be stationed on the island of Saipan, Public School System, Commonwealth of the Northern Mariana Islands.

U This contract is effective on the 29th day of July, 1996, and shall continue to the 28th day of July, 1998. ✓

The employer agrees to pay the Employee an annual salary of \$27,437.44 PL 28/07. ✓ in biweekly payments of \$1,055.29. ✓ The total obligation is not to exceed \$30,246.74 (the preceding year's base salary of the employee was \$ N/A).

Revised - 6/10/93

000086

Both the Employer and the Employee agree that the terms and conditions of this contract include all the provisions of the "Terms and Conditions of Excepted Service Employment Contract," which is attached hereto and incorporated herein by reference as if set forth at this point in its entirety.

SPECIAL TERMS AND CONDITIONS: EMPLOYEE IS ELIGIBLE FOR \$400.00 MONTHLY SUBSIDIZED HOUSING ALLOWANCE OR THE AMOUNT OF THE LEASED APARTMENT OR HOUSE WHICHEVER IS LESS. ✓

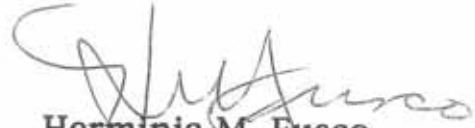
No other conditions, promises, or representations have been made. WHEREFORE, the parties enter into this contract for employment.

FINANCE AND BUDGET OFFICE, PSS

I hereby certify that the hiring of the Employee named herein is within the Public School System FTE requirement under Public Law No.

9.25

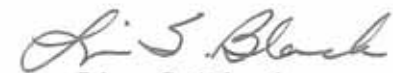
4/8/96  
Date

  
Herminia M. Fusco  
Finance and Budget Office, PSS

EMPLOYEE

I HEREBY DECLARE THAT THE PENALTY OF PERJURY THAT I HAVE NOT RETIRED FROM, AND AM NOT RECEIVING RETIREMENT BENEFITS FROM, THE COMMONWEALTH GOVERNMENT.

10 June 96  
Date

  
Lisa S. Black  
Employee

LEGAL COUNSEL

I hereby certify that this contract has been numbered, reviewed and approved as to form and legal capacity.

4/8/96  
Date

Sean Frink  
Legal Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney General

FINANCE & BUDGET OFFICE

I hereby certify that there are sufficient funds available in Account No. 1020-4110/900-SAES for the execution of this contract in the amount of \$30,246.74. ✓

4/8/96  
Date

Herminia M. Fusco  
Finance and Budget Office, PSS

STAFF SERVICES OFFICE

I hereby concur that all employment benefits in the attached conditions will be provided to the employee.

3/27/96  
Date

Gonzalo O. Santos  
Personnel Management Officer

SIGNATURE OF PARTIES

4/8/96  
Date

\_\_\_\_\_  
Date

17 July '96  
Date

Revised - 6/10/93

William S. Torres  
Commissioner of Education

Thomas B. Pangelinan  
Chairman, BOE

\* Lisa S. Black  
Employee

\* With amendment SPS-1000-B1  
000088

TERMS AND CONDITIONS OF EXCEPTED  
SERVICE EMPLOYMENT CONTRACT

The following are terms and conditions of every Excepted Service Employment Contract. The employee must read these terms and conditions before signing the contract. The signing of the contract will show assent to each and everyone of the terms and conditions set out below.

1. COMPENSATION AND WORK SCHEDULE:

- (A) The Employee shall earn his salary on the basis of a twelve (12) month work year consisting to twenty-six (26) bi-weekly pay periods. In cases of early termination, the gross pay is reduced by the period in which no service is rendered.
- (B) OVERTIME: The Employee's workday and workweek may vary from time to time according to the needs of the Public School System. Every effort will be made to maintain a reasonable five (5) day, forty (40) hour workweek. An employee who is employed in an executive, administrative or professional capacity is not entitled to overtime pay.

2. HOUSING ALLOWANCE

☒

Applicable (See attached housing benefit agreement)

☐

Not Applicable

3. JOB DESCRIPTION:

- (A) In order to be a valid and binding agreement, this contract (unless it is for renewal) must have attached a detailed job description and the resume of the employee.

4. OUTSIDE EMPLOYMENT:

The employee may provide services to persons other than the Employer only if:

Revised - 6/10/93

000089



- (a) the Employee receives the prior written approval of the Employee's immediate supervisor, and
- (b) the outside employment is not adverse to the provisions of the Public School Personnel System Regulations.

5. INSURANCE:

- (A) Workers's Compensation: In the event of on-the-job related injury or illness, the Employee shall be entitled to benefits under the Worker's Compensation Insurance Contract in force for the Northern Mariana Islands Government. The Employee is responsible for reporting any on-the-job work related injury or illness to the Employee's supervisor as soon as possible.
- (B) Health & Life Insurance: Group Health and Group Life insurance coverage is available for those who wish to apply. The PSS will pay part of the cost of this insurance, in accordance with the agreement between the PSS, Northern Marianas Islands Government and the insurance carriers.
- (C) Limitation on Insurance: The Employee is advised that the PSS provide no insurance except that referred to in Paragraphs A and B above, and the PSS assumes no liability for any circumstances other than the above.

6. ADDITIONAL TERMS AND CONDITIONS

Upon agreement of the Employer and the Employee, placed in writing and attached to these conditions of employment, further terms may be added to this contract to the extent that they are not inconsistent with and in no way purport to amend these conditions of employment.

7. EXPATRIATION AND REPATRIATION:

☒ **Applicable**      ☐ **Not Applicable**

- (A) Travel: Travel and transportation expenses shall be paid by the Employer as follows;

- (1) Coach or tourist-class air transportation costs by the shortest direct route for the Employee and a maximum of three (3) of the Employee's dependents from the point of recruitment to the duty station.
- (2) Per diem for the Employees only at established Government rates not to exceed necessary travel time by the shortest direct route from the point of recruitment to the duty station in accordance with U.S.G.S.A. Federal Travel Regulations.

(B) Repatriation:

Upon completion of the agreed upon period of service under this contract or any subsequent Certified or Non-Certified contract entered into upon the expiration of this contract, the Public School System shall pay all return travel and transportation expenses to the point of recruitment, to the same extent and subject to the same limitations, as enumerated in section 7(A). The Employer will be discharged of this responsibility if repatriation expenses are not incurred within one (1) year of the termination date.

- (1) Check-out: Before repatriation benefits are afforded and the final paycheck issued, the Employee must obtain signature from the Commissioner of Education as evidence that the Employee has no outstanding debts owed to the Public School System.
- (2) Early Termination of Contract: "Early Termination" occurs where an Employee refuses to perform duties, fails to perform at work satisfactorily, resigns, is removed for cause or willfully vacates his position.
  - [a] If the Employee terminates the contract within the first year, then there will be no repatriation benefits and the Employee must repay the cost to the Employer of the Expatriation benefits enumerated in section 7(A) and other costs paid by Employer related to recruitment.

[b] If the Employee terminates the contract after completing one year of service, then there will be no repatriation benefits, but the Employee does not have to repay the expatriation benefits enumerated in section 7(A).

(C) EMPLOYEES DEPENDENTS:

The Employee's dependents are established at the time of hire and may include spouse, children (including step-children and legally adopted children) unmarried and under Eighteen (18) years of age or physically or mentally incapable of supporting themselves regardless of age, or children by a previous marriage for whom the Employee or his spouse has legal custody. Children by a previous marriages who are primarily domiciled by Court Order in other than the Employee's household, are not considered dependents. With respect to the foregoing, if a member of the immediate family reaches his Eighteen (18 birthday while the Employee is assigned to duty to the Northern Mariana Islands, such member will be returned to the Employee's point of recruitment at the employer's expense.

(D) RENEWAL/REPATRIATION BENEFITS:

Upon renewal of a Excepted Services Employment Contract, all repatriation benefits stipulated under Section 7(B), of the Condition of Employment in this contract shall be carried over into the renewed contract until such time that the employee is officially terminated from the Public School System.

8. RENEWAL OF THE CONTRACT

This contract is not automatically renewable. Renewal of this contract is wholly within the discretion of the employer. The employer has no obligation to provide the employee advance notice of termination of employment upon completion of this contract.



9. AUDIT CLAUSE

As required by Section 404 of Public Law No. 3-91, the Contractor and Subcontractor or grantee and subgrantee at all levels shall provide the Public Auditor of the Commonwealth of the Northern Mariana Islands, with access to and the right to examine and copy any records, data or papers relevant to this contract or grant until three (3) years have passed since the final payment pursuant to this contract or grant.

10. EARLY TERMINATION AND RESIGNATION:

- (A) The Employer may terminate the employee without cause upon notice sixty (60) days in advance of termination of employment. This time may be shortened only by placing lesser number in the following blank space: \_\_\_\_\_.
- (B) The Employer may terminate the Employee with cause upon notice seven (7) days in advance of termination of employment.
- (C) When resigning, the Employee must give notice sixty (60) days in advance of termination of employment. This time may be shortened only by placing a lesser number in the following blank space: \_\_\_\_\_. The Commissioner of Education may waive this requirement of advance notice at the time of resignation.
- (D) The employer may permit the employee to resign and authorize return transportation for employee and his dependents if authorized under Section 7(B) of this contract, at any time, for compelling reasons of humanitarian nature, as determined by the employer, subject to such proof as the employer may consider necessary.

000093

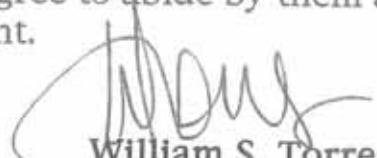


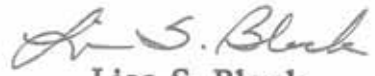
Revised - 6/10/93

I have read all the provisions of this terms and conditions of Employment and understood them. By my signature I agree to abide by them as part of the terms and conditions of my employment.

4/8/96  
Date

10 June 96  
Date

  
**William S. Torres**  
Commissioner of Education

  
**Lisa S. Black**  
Employee

  
Point of Recruitment

Revised -6/10/93

000094

PUBLIC SCHOOL SYSTEM  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
P.O. BOX 1370 CK  
SAIPAN, MP 96950

AMENDMENT NO. I

CNMI CERTIFIED TEACHER AMENDMENT  
TO EXCEPTED SERVICE EMPLOYMENT CONTRACT  
PUBLIC SCHOOL SYSTEM CONTRACT NO. E2030  
(the Contract)

This amendment to the Contract is entered into between the Public School System. Commonwealth of the Northern Mariana Islands (hereinafter "Employer") and Lisa S. Black, (hereinafter "Employee").

**Effective Date**

The effective date of this amendment is: 07/29/96.

**Recitals**

WHEREAS, the Employee has fulfilled all initial requirements of the Board of Education for teacher certification in the CNMI, and further understands that employee's contract will not be renewed upon completion unless he/she completes further education requirements pursuant to Board of Education Policy 503.2,

WHEREAS, the parties desire to amend the Contract to modify the terms and benefits of his/her employment,

NOW, THEREFORE, the Terms and Conditions of the Contract are hereby amended as follows:

**Deletion of Prior Contract Provisions**

Parts 1, "Compensation and Work Schedule", and 2, "Leave." are deleted from the Terms and Conditions of the Contract.

000095

### New Contract Provisions

The following new provisions are inserted in the Contract:

Employee is subject to the following requirements and provided the following benefits during each year of the Contract, commencing with the effective date of this Amendment.

- A. 190 work days, which shall include the 180 instructional days as defined by the Board of Education-approved school calendar.
- B. 26 bi-weekly pay periods.
- C. 3 days maximum annual leave will be accrued based on a twelve month work year; 3 days maximum annual leave may be used.
- D. 9 days sick leave will be accrued based on a twelve month work year.

1. **COMPENSATION**

- A. Salary: The Employee shall earn his/her salary on the basis of a twelve (12) month work year consisting of twenty-six (26) bi-weekly pay periods. In cases of early termination, the gross pay is reduced by the period in which no service is rendered.
- B. Overtime: The Employee's workday and workweek may vary from time to time according to the needs of the Public School System. Every effort will be made to maintain a reasonable five (5) days, forty (40) hours workweek. Pursuant to 1 CMC Sec. 8249, an employee earning \$25,000 or more in salary is not eligible for overtime, hazardous, night-differentials or stand-by pay. Compensatory time is not available to employee.

000096



2. LEAVE

- A. Annual Leave: Annual Leave can be neither accrued nor carried over from work year to work year. Annual leave accrued prior to the effective date of this Amendment may not be used but is subject to the following: The Employee who terminates his employment at the completion of the present employment contract or resigns will receive on the next regular pay day a lump-sum payment for all unused annual leave accrued prior to the effective date of this Amendment at the current hourly rate, based on twenty-six (26) bi-weekly pay periods and two thousand eighty (2,080) hours in a work-year, provided the necessary documents of clearance are received by the Public School System Payroll Office.
- B. Sick Leave: Sick Leave can be accrued and carried over from work year to work year, including sick leave accrued prior to the effective date of this Amendment.
- C. Leave Without Pay: Leave Without Pay may be taken only after obtaining the written approval of the Employee's immediate supervisor.
- D. Administrative Leave with Pay: Administrative Leave with Pay is granted only in exceptional circumstances such as typhoons and state funerals, by the Commissioner.
- E. Holidays: The Employee shall be released from work on all legal holidays, except during emergencies, without loss of pay or charge to leave account.
- F. Advance Leave: Where for good reasons the Employee requires an advance of Annual or Sick Leave, the Commissioner of Education may grant leave in advance up to maximum of one-half (1/2) of the total earnable leave credits for one (1) year or for the remainder of the employment contract, whichever is shorter.

000097

- G. Compassionate Leave: Employees may be granted compassionate leave with pay of no more than five (5) working days in case of death in the immediate family of the Employee. For the purpose of this subsection, the term "immediate family" shall be defined as an employee's mother, father, spouse, immediate offspring (natural or Culturally or legally adopted), brother or sister, grandfather or grandmother, and mother-in-law or father-in-law. The Commissioner of Education is responsible for approving compassionate leave requests.


**Savings Clause; Entire Agreement**

All other provisions of the Contract shall be unchanged by this Amendment and remain in effect. No other terms, conditions, promises, or representations are binding on the parties. Benefits provided by this Amendment or compensation in lieu of such benefits shall not be provided to Employee for any period prior to the effective date of this Amendment.

**LEGAL COUNSEL**

I hereby certify that this Amendment has been reviewed and approved as to form and legal capacity.

4/8/96  
Date

  
Sean Frink  
PSS Legal Counsel

**STAFF SERVICES OFFICER**

I hereby concur that all employment benefits referenced in this Amendment will be provided to the employee.

3/27/96  
Date

  
Gonzalo O. Santos  
Personnel Management Officer


000098


**SIGNATURES OF PARTIES**

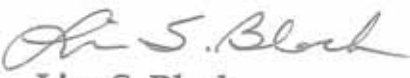
4/8/96  
Date

                      
Date

10 June '96  
Date

  
**William S. Torres**  
Commissioner of Education

  
**Thomas B. Pangélinan**  
Chairman, Board of Education

  
**Lisa S. Black**  
Employee

(Revised January 31, 1995)

000099



1. POLICY 503.2 TEACHER CERTIFICATION

All teachers with at least a B.A. degree, regardless of the date of hire, will be on certified teaching status. They will, however, be required to complete the new teacher certification requirements (Track 1 or Track 2) before a contract can be renewed.

TRACK 1 - Teachers with Degrees in Education

1. College Courses (HI255) NMI History
2. Seminar which encompasses the following:
  - Teaching Second Language Learners
  - Multicultural
  - Local Culture / Language

TRACK 2 - Teachers with Non - Education Degrees

1. College Course (HI255) NMI History
2. Seminar which encompasses the following:
3. College Course on "Teaching Strategies" which includes the following:
  - Higher Order Thinking Skills (HOTS)
  - Cooperative Learning
  - Test Construction
  - Lesson Planning/Syllabus Design
4. Seminar / workshop on any two (2) of the following:
  - Alternative Assessment
  - Computer
  - Inter - Disciplinary Strategies
  - Library Skills
  - Special Education
  - Content Area Course / Studies
  - Classroom Organization & Management Program

The Commissioner of Education or his designee is authorized to approve a substitute for any of the above courses if it is determined to be a comparable content.

000100

## HOUSING BENEFIT AGREEMENT

### A. AUTHORITY:

Board of Education Policy 1001 authorizes housing benefits on the following criteria:

- | 1. | <u>Size of Family</u>                 | <u>Maximum Allowance Rate</u> |
|----|---------------------------------------|-------------------------------|
|    | Employee alone                        | \$400.00 monthly              |
|    | Employee w/spouse                     | \$400.00 monthly              |
|    | Employee w/child                      | \$500.00 monthly              |
|    | Employee w/spouse with one (1) child  | \$500.00 monthly              |
|    | Employee w/two (2) dependents or more | \$600.00 monthly              |
- No employee shall be given the maximum allowance if the lease price is less; no employee shall be given more than the maximum allowance if the lease price is greater.
  - Any PSS employee who in the same island as his/her duty station owns a home or residence, or whose spouse owns a home or residence, or who holds title in a lease longer than 10 years in a home or residence, or is purchasing a home or residence is not entitled to housing benefits.
  - Only if the Commissioner of Education determines that a position is "Hard-to-Fill", may housing benefits extend beyond a total of two (2) years.
  - Any employee whose spouse is provided housing benefits by the spouse's employer on the same island as the employee's duty station or whose spouse obtains housing benefits during the course of the employment contract shall forfeit the housing benefits provided in this contract. The housing benefits forfeited under this clause may be reinstated only upon proof and verification by the PSS that the employee's spouse's housing benefits with his/her employer has been ceased.

000101

## B. PROCEDURE

### Employee's Responsibilities

1. Housing allowance is intended to subsidize rental expenses of the employee. it is not a salary supplement. Any employee who is not incurring rental expenses is not entitled to housing benefits.
2. It is the employee's responsibility to enter into any and all agreements concerning occupancy with the landlord. A copy of the lease agreement must be submitted to the PSS Housing Office within fifteen calendar days of arrival on the island. Failure to provide a copy of the lease agreement will result in the housing allowance check being placed on hold.
3. It is the employee's responsibility to submit all modifications, terminations, and new or renewal lease agreements to the PSS Housing Office within fifteen (15) calendar days after a change comes into effect.

*Lisa S. Black*

Lisa Black

\_\_\_\_\_  
Employee

*10 June 96*  
\_\_\_\_\_  
Date

*William S. Torres*

\_\_\_\_\_  
Commissioner of Education

*4/8/96*  
\_\_\_\_\_  
Date

000102